

05-R-0621

**A RESOLUTION BY**

**CITY UTILITIES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AMENDMENT AGREEMENT NO. 1 TO PROVIDE ADDITIONAL CONSTRUCTION SERVICES WITH PARSONS, BRINKERHOFF, QUADE AND DOUGLAS, INC., FOR FC-7535-02B, ENGINEERING DESIGN SERVICES FOR STOCKADE BASIN SEWER SEPARATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$1,445,716.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2J28 524001 Q38I02669999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES CUSTER AVE SEWER SEPARATION) (\$1,445,716.00).**

**WHEREAS**, the City of Atlanta (the "City") did enter into an agreement with Parsons, Brinkerhoff, Quade and Douglas, Inc. for FC-7535-02B, Engineering Design Services for Stockade Basin Sewer Separation on behalf of the Department of Watershed Management in an amount not to exceed Three Million Five Hundred Eighty Four Thousand Six Hundred Ninety Five Dollars (\$3,584,695.00); and

**WHEREAS**, the term of this agreement will expire on October 9, 2005; and

**WHEREAS**, the Commissioner of the Department of Watershed Management desires additional construction services for the Stockade Basin Sewer Separation in an amount to exceed One Million Four Hundred Forty Five Thousand Seven Hundred Sixteen Dollars (\$1,445,716.00); and

**WHEREAS**, the Commissioner of the Department of Watershed Management desires to amend the Agreement for Engineering Design Services for Stockade Basin Sewer Separation to include construction management services.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor be and is hereby authorized to approve Amendment Agreement No. 1 with Parsons, Brinkerhoff, Quade and Douglas, Inc., for FC-7535-02B, Engineering Design Services for Stockade Basin Sewer Separation, in an amount not to exceed One Million Four Hundred Forty Five Thousand Seven Hundred Sixteen Dollars (\$1,445,716.00).

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate Amendment Agreement No. 1 for execution by the Mayor to be approved by the City Attorney as to form.

**BE IT FURTHER RESOLVED**, that this Amendment Agreement No. 1 shall not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

**BE IT FINALLY RESOLVED**, that all services for said contracted work shall be charged to and paid from fund account and center number: **2J28 524001 Q38I02659999 2J28 524001 Q38I02669999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES CUSTER AVE SEWER SEPARATION) (\$1,445,716.00).**

3/16/05 DOP (ads)

## LEGISLATIVE SUMMARY

TO: CITY UTILITIES COMMITTEE

### CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AMENDMENT AGREEMENT NO. 1 TO PROVIDE ADDITIONAL CONSTRUCTION SERVICES WITH PARSONS, BRINKERHOFF, QUADE AND DOUGLAS, INC., FOR FC-7535-02B, ENGINEERING DESIGN SERVICES FOR STOCKADE BASIN SEWER SEPARATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$1,445,716.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2J28 524001 Q38I02669999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES CUSTER AVE SEWER SEPARATION) (\$1,445,716.00).

<b>Requesting Dept.:</b>	Department of Watershed Management
<b>Contract Type:</b>	Design Consultant
<b>Awardees:</b>	Atlanta Sewer Design Team Parsons Brinkerhoff Quade & Douglass, Inc. HDR Engineering, Inc.
<b>Source Selection:</b>	Request for Proposals
<b>Proposals Due:</b>	March 12, 2003
<b>Invitations Mailed:</b>	146
<b>Proposals Received:</b>	11
<b>Proponents:</b>	Atlanta Sewer Design Team B. E /QK4, LLC Camp Dresser & McKee, Inc. Gresham, Smith and Partners HDR Engineering, Inc. Lowe Engineering/Brown and Caldwell/Williams Russell Johnson-JV MACTEC Engineering and Consulting/Harrington, George & Dunn-JV Parsons Brinkerhoff Quade & Douglass, Inc. PBS & J Prime Engineering, Inc. Weston Solutions, Inc.

**Background:** Amendment No.1 is to provide additional construction management for the Stockade Basin Sewer Separation to increase the authorized contract amount from \$3,584,695.00 to \$5,030,411.00

**Evaluation Team Composition:** DWM, OCC and Risk Management

**Fund Account Center:** 2J28 524001 Q38I02669999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES CUSTER AVE SEWER SEPARATION) (\$1,445,716.00).

**Prepared By:** Anthony Stanley, Contracting Officer

**Contact Number:** (404) 330-6384

CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2005 MAR 18 PM 4:40



CITY OF ATLANTA

SHIRLEY C. FRANKLIN  
MAYOR

55 TRINITY AVENUE, SUITE 5400  
ATLANTA, GEORGIA 30335-0312  
OFFICE (404) 330-6081

DEPARTMENT OF  
WATERSHED MANAGEMENT

ROBERT J. HUNTER  
COMMISSIONER

**To:** Adam L. Smith, Chief Procurement Officer  
Department of Watershed Management

**From:** Robert J. Hunter, Commissioner  
Department of Watershed Management

**Subject:** **LEGISLATIVE REQUEST**  
**FC-7535-02B, Engineering Design Services for Stockade Basin Sewer Separation**

**Date:** March 11, 2005

The City of Atlanta entered into an agreement with Parsons, Brinkerhoff, Quade and Douglas, Inc., for FC-7535-02B, Engineering Design Services for Stockade Basin Sewer Separation on October 10, 2003 in the amount of \$3,584,695. Engineering design for the Stockade Basin Sewer Separation has been completed.

The Stockade Basin Sewer Separation is a project required by the City of Atlanta's Consent Decree with the Georgia Environmental Protection Division, U. S. Environmental Protection Agency and the Upper Chattahoochee Riverkeeper. Bids are scheduled to be received for the project on March 16, 2005.

The Department of Watershed Management identified the need for assistance from Parsons, Brinkerhoff, Quade and Douglas, Inc., to include resident engineering, construction inspection and construction management services during construction of FC-3005007843, Stockade Basin Sewer Separation in the amount of \$1,445,716 for services required in 2005.

To provide sound financial management, the City is funding FC-7535-02B, Engineering Services for Stockade Basin Sewer Separation in several phases and on an annual basis.

The Department of Watershed Management requests that the Agreement with Parsons, Brinkerhoff, Quade and Douglas, Inc., be amended to provide Construction Management services for calendar year 2005 and to increase the authorized contract amount from \$3,584,695 to \$5,030,411.

Funding is available in 2J28 724001 Q38I02669999 to fund the amount of \$1,445,716 for 2005 for the Stockade Basin Sewer Separation.

A scope and budget to support the requested amendment of the current agreement is attached.

Mr. Adam L. Smith  
March 11, 2005  
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If you have any questions or need any additional information please let me know.

cc: George D. Barnes  
Marcia Hurd-Wade  
Dan Walling  
Pati McMahon

**Parsons  
Brinckerhoff**3340 Peachtree Road, NE  
Suite 2400, Tower Place 100  
Atlanta, GA 30326-1001  
404-237-2115  
Fax: 404-237-3015

March 18, 2005

Ms. Marcia Hurd Wade  
Program Management Officer  
Construction Management Group  
Department of Watershed Management City of Atlanta  
750 Selig Drive, Suite F  
Atlanta, GA, 30336

**Re: Stockade Basin Combined Sewer Separation Project Construction Management Services  
Contract FC 7535-02B - Proposed Contract Amendment**

Dear Ms. Wade,

We are pleased to provide the attached proposal for providing Supplemental Construction Management Services to support and supplement the City staff on the Consent Decree Projects for three sewer basins which are all scheduled for construction during the next two and one-half years. We understand and can assist in meeting the supplemental staffing needs of the City.

The scope and cost of services for the Construction Management Services is attached as Appendix A along with attached Appendix B, Staff Position Description and Qualifications Requirements.

The number of individuals to be provided for each staffing category is presented in Section "D. BUDGET" of the "COST AND PROPOSED SCOPE OF WORK." All individuals will be pre-approved by the City via executed work authorization prior to assignment to the project.

We look forward to continuing to be of service to the City as this project moves through construction.

Yours very truly,  
PARSONS BRINCKERHOFF

Terry W. Kazmerzak, P.E.  
Vice President/Area Manager  
Principal In Charge

Cc Dan Walling  
Richard Kennedy  
Ron Fields

Over a Century of  
Engineering Excellence

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STOCKADE BASIN COMBINED SEWER SEPARATION PROJECT

APPENDIX A

COST AND PROPOSED SCOPE OF WORK



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**CITY OF ATLANTA  
STOCKADE BASIN COMBINED SEWER SEPARATION PROJECT  
CONSTRUCTION MANAGEMENT**

**COST AND  
PROPOSED SCOPE OF WORK**

**A. SCHEDULE**

This work effort and associated cost is for a nine months time period starting May 1, 2005 through January 31, 2006. It is anticipated that there will be successive one year contract amendments until the completion of construction.

The following are the major construction contractual dates:

- Bid Opening – March 16, 2005
- Construction Contract NTP – May 1, 2005
- Pre-final completion – October 2, 2007
- Final completion of entire project – December 1, 2007

**B. SCOPE OF WORK****1) DEFINITION**

City – City of Atlanta, Department of Watershed Management  
Consultant – Parsons Brinckerhoff  
Constructor – to be determined

**2) STAFF**

Parsons Brinckerhoff (PB) will provide construction management staff to work as integrated Team members with the City of Atlanta staff and staff provided by other consultants. Each PB staff member shall be pre-approved via executed work authorization by the City. The majority of the PB staff members will be assigned to this project on a full-time basis, but part-time, per hour staff members may be assigned as directed by the City.

It is anticipated that PB will provide staff members in the following positions. The position descriptions and qualification requirements are included as Appendix B.

- Basin Manager
- Assistant Basin Manager
- Field Engineer
- Engineer 5 (Office Engineer)
- Senior Inspector
- Inspector
- Designer 4 (Traffic Field)
- Scheduler

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It is also anticipated that Technical Support staff will be provided on a part time bases, as directed via executed work authorization by the City.

### 3) WORK TASKS

The staff members provided by PB will perform those work tasks as defined by the "Duties & responsibilities" of the appropriate staff position as presented in Appendix B. Further definition of work task responsibilities include the following:

- a) **Coordination of Other Independent Consultants:** The Consultant will coordinate Technical Services, including geotechnical evaluations, specialty inspection and testing provided by others and satisfy that materials have been inspected and tested per Construction Contract Specifications. The Consultant will receive a copy of all inspection and testing reports and will provide a copy of such reports to the City. The Consultant will be responsible for coordinating the actual performance of technical inspection and testing by others. The Consultant is performing a coordination function only and the Consultant is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing by other independent Consultants.
- b) **Construction Monitoring:** The Consultant will inspect the progress of the Work at times appropriate to the construction and advise the City of any deviation, defects, or deficiencies observed in the Work. The Consultant will reject any portion of the Work and transmit to the City and Contractor a notice of nonconforming Work when it is the opinion of the Consultant that such Work does not conform to the requirements of the Contract Documents. Communication between the Consultant and Contractor with regard to Quality Review will not in any way be construed as binding the Consultant or City or releasing the Contractor from performing in accordance with the terms of the Contract Documents. The Consultant will not be responsible for, nor does the Consultant control, the means, methods, techniques, sequences and procedures of construction for the Project.
- c) **Contractor's Safety Program:** Monitor the contractor's compliance with his approved safety plan and immediately convey safety concerns to the contractor's site supervisor. The Consultant will not be responsible for Contractors' implementation of, or compliance with, its safety programs, or for initiating, maintaining, monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with other contractors performing work at the site. The Consultant will not be responsible for the adequacy or completeness of any contractor's safety programs, procedures or precautions.

### C. INSURANCE

Amend Appendix B, Insurance/Bonding Requirements, Subparts E of the current Contract Agreement for FC 7535-02B. Subpart E is to be modified as follows:

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*E. Professional liability Insurance – The Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of \$2,000,000 per claim and annual aggregate. The policies will fully address the Consultant's professional services associated with the scope of work contained in this document. The policies will be maintained in effect for at least three years after completion of the services. To the fullest extent permitted by law, and notwithstanding any other provision of this contract, the total liability, in the aggregate, of the Consultant to the City for any and all claims, losses, costs, or damages whatsoever arising out of or resulting from this contract from any causes or causes, shall not exceed the amount of professional liability insurance required to be maintained by a member firm of the Consultant as provided for above.*

#### D. BUDGET

The total contract amount presented below is a cap on total expenditures. Actual billing will be only for actual hours expended on this project.

A) Site Personnel	Number of Staff	Hourly Billing Rate	Schedule (hours)	Cost
Basin Manager	1	\$ 115.10	1,460	\$ 168,046.00
Assistant Basin Manager	1	\$ 111.40	1,460	\$ 162,644.00
Field Engineer	2	\$ 65.51	2,920	\$ 191,289.20
Engineer 5 (Office Engineer)	1	\$ 89.06	1,460	\$ 130,027.60
Senior Inspector (Staggered start*)	3	\$ 62.00	4,000	\$ 248,000.00
Inspector (Staggered start*)	3	\$ 48.54	4,000	\$ 194,160.00
Scheduler	1	\$ 94.23	1,460	\$ 137,575.80
Designer 4 (Traffic Field)	1	\$ 83.71	800	\$ 66,968.00
Subtotal				\$1,298,710.60
B) Other Direct Expenses (ODC's)				\$ 147,005.40
Grand Total				\$1,445,716.00

#### SUMMATION

The total maximum amount for this amendment is \$1,445,716.00

\* Senior Inspectors and Inspectors start May 1, 2005 and June 1, 2005.

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**E. OTHER DIRECT COSTS (ODCs)**

Additional billing will include the cost of miscellaneous direct expenses to include any reasonable direct nonsalary expenses incurred with the prior approval of the City in connection with our services. This includes vehicle mileage, at the approved City rate, for Senior Inspector's and Inspector's use of personnel vehicles on the project.



# CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

OFFICE OF CONTRACT COMPLIANCE  
55 TRINITY AVENUE, S.W. SUITE 1700  
ATLANTA, GEORGIA 30303  
OFFICE (404) 330-6010  
FAX (404) 658-7359

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens, Acting Director  
Office of Contract Compliance

DATE: March 16, 2005

RE: **Recommendation for FC 3005007843, Stockade Basin Combined Sewer Separation**

The Office of Contract Compliance has reviewed the three (3) bids for minority and female business enterprise participation. All three bidders are eligible under Section 2-1449(a)(2)(C) of the Equal Business Opportunity Code of Ordinances and have been deemed responsive by the Office of Contract Compliance. For your information, they have committed to utilizing AABEs and FBEs as indicated below:

### Ruby-Collins/Reynolds/EPR a JV

EPR, Inc.	AABE	18%
Georgia Pipe & Construction Supplies, Inc.	FBE	10%
Concrete Specialty	FBE	3%
Charter Construction Services, Inc.	FBE	2%
Civil Works, Inc.	AABE	1%
Concrete Cutters, Inc.	FBE	.03%
Head's Plumbing Sales & Service	AABE	1%
C.E.R.M.	AABE	.38%
Safety Signal Co.	FBE	1%
<b>Participation Total</b>		<b>35.4%</b>

### Rockdale Pipeline/Integral Municipal Services a JV

Aiken Global Environmental Services, LLC	AABE	1%
Integral-Municipal Services, Inc.	AABE	18%
Watershed-Solutions, LLC	FBE	17%
<b>Participation Total</b>		<b>36%</b>

Adam L. Smith  
March 16, 2005  
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**John D. Stephens/MC Precast, Inc. a JV**

Tri-Tech Associates, Inc.	FBE 12%
Georgia Pipe & Construction Supplies, Inc.	FBE 2%
C&S Paving	FBE 3%
M.C. Pre-Cast, Inc.	AABE 15%
The Lion's Group, Inc.	AABE 1%
M.C. Trucking Co., Inc.	AABE .4%
<u>Metals &amp; Materials Engineers</u>	<u>AABE .3%</u>
<b>Participation Total</b>	<b>33.7%</b>

If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

CC: File  
Staci M. Wilbon, DOP

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Chief Procurement Officer's Signature: \_\_\_\_\_

Adam L. Smith

Originating Department: Department of Watershed  
Management

Contact Person: Anthony Stanley (x 6384)

Committee(s) of Purview: City Utilities Committee

Council Deadline: March 14, 2005

Committee Meeting Dates: March 29, 2005  
March 30, 2005

Full Council Date: April 18, 2005

**CAPTION**

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AMENDMENT AGREEMENT NO. 1 TO PROVIDE ADDITIONAL CONSTRUCTION SERVICES WITH PARSONS, BRINKERHOFF, QUADE AND DOUGLAS, INC., FOR FC-7535-02B, ENGINEERING DESIGN SERVICES FOR STOCKADE BASIN SEWER SEPARATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION FOUR HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$1,445,716.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2J28 524001 Q38I02669999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES CUSTER AVE SEWER SEPARATION) (\$1,445,716.00).

**BACKGROUND**

THIS AMENDMENT NO. 1 IS TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CALENDAR YEAR 2005 AND TO INCREASE THE AUTHORIZED CONTRACT AMOUNT FROM \$3,584,695.00 TO \$5,030,411.00.

**FINANCIAL IMPACT (if any) \$1,445,716.00**

***Mayor's Staff Only***

Received by Mayor's Office: \_\_\_\_\_ Reviewed by: \_\_\_\_\_  
(date) (initials) (date)

Submitted to Council: \_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adversed \_\_\_\_\_ Held \_\_\_\_\_ Amended  
\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other